

**SCIENTIFIC AND TECHNOLOGICAL COOPERATION**

**Response to Ebola**

**Agreement between the  
UNITED STATES OF AMERICA  
and LIBERIA**

Signed at Monrovia November 19, 2014



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966  
(80 Stat. 271; 1 U.S.C. 113)—

“ . . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

## **LIBERIA**

### **Scientific and Technological Cooperation: Response to Ebola**

*Agreement signed at Monrovia November 19, 2014;  
Entered into force November 19, 2014.*

**AGREEMENT  
BETWEEN  
THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
AND  
THE GOVERNMENT OF THE REPUBLIC OF LIBERIA  
FOR  
COOPERATION AND PROVISION OF ASSISTANCE TO RESPOND  
TO EBOLA**

The Government of the United States of America and the Government of the Republic of Liberia (hereinafter referred to as the “Parties”);

Noting that Liberia is experiencing an outbreak of Ebola Virus Disease (“Ebola”) of unprecedented magnitude affecting millions;

Noting the Agreement effected by exchange of notes of April 15 and 20, 2005, between the Embassy of the United States and the Ministry of Foreign Affairs of the Republic of Liberia, regarding the status of United States military and civilian personnel (defined as members of the United States Armed Forces and employees of the Department of Defense) who may be temporarily present in Liberia in connection with military training and exercises, humanitarian assistance and other activities as may be agreed upon by the two governments;

Desiring to promote mutual interests through cooperation, including the provision of health programs for preventing, treating and controlling Ebola;

Recognizing the unique contributions that each Party provides to achieve the goal of promoting health and preventing, treating and controlling Ebola and related health threats;

Have agreed as follows:

**ARTICLE 1  
PURPOSE**

The purpose of this Agreement is to support cooperation between the Parties in the field of health care and related areas by facilitating health care programs and Ebola



response coordination, as set out herein, by the Government of the United States of America, to address individual and public health conditions in the Republic of Liberia, arising in the context of an outbreak of Ebola.

## ARTICLE 2 PUBLIC HEALTH, HEALTH CARE, EPIDEMIOLOGY

1. In cooperation with the Government of the Republic of Liberia, the Government of the United States of America may provide individual and public health care, including direct medical care, together with activities in direct furtherance of such individual and public health care, within the Republic of Liberia to individuals and the public at large, including patient and population care along with related therapeutic and preventative medical care (including clinical trials and research related to development of therapies and vaccines), epidemiology, other activities under medical protocols, and Ebola response coordination activities, for the protection of individual and public health, in response to an outbreak of Ebola, recognizing the existing public health laws of the Republic of Liberia.

2. Such individual and public health programs and activities may include the provision of the same by employees of the Government of the United States of America and those persons acting under direct contract with the Government of the United States of America, who may include licensed medical personnel, including physicians and nurses, other medical and public health care personnel, and Ebola response coordination personnel (collectively defined as “public health care personnel”). The Government of the United States shall exercise due care in the employment of such public health care personnel in respect of the suitability, eligibility and qualification of such public health care personnel.

3. The Government of the Republic of Liberia shall issue expeditiously and on a cost-free basis visas and any other required permits and licenses, or waive the requirement for any such visas, permits and licenses, for the entry and exit of any public health care personnel, as defined in paragraph 2 above, entering or exiting the Republic of Liberia for the purposes of activities conducted under this Agreement.

4. The Government of the United States of America and the Government of the Republic of Liberia agree that public health care personnel, as defined in paragraph 2 above, who are present in the Republic of Liberia conducting activities under this



Agreement shall be accorded privileges and immunities equivalent to those granted diplomatic agents of the United States Embassy in Liberia under the Vienna Convention on Diplomatic Relations of April 18, 1961. Nothing in this Agreement shall be construed to derogate from privileges and immunities granted under other agreements.

5. The Government of the Republic of Liberia shall facilitate the acceptance as valid, and equivalent to ones issued by it, without test or charge, current and valid medical and other professional, technical or trade licenses and qualifications issued by i) the Government of the United States of America, States thereof, or their political subdivisions to public health care personnel, as defined in paragraph 2 above, or ii) the country of origin for those public health care personnel defined in paragraph 2. above who are third-country nationals and licensed in their country of origin, for purposes of conducting activities under this Agreement, provided that any such licensed health care personnel shall comply with the fast track registration process of the Republic of Liberia Medical and Dental Council immediately prior to entry into the Republic of Liberia. Public health care personnel, as defined in paragraph 2 above, shall not be liable for any acts or omissions arising out of or related to activities conducted under this Agreement, except as to any willful misconduct, and the Republic of Liberia hereby agrees to waive any claims against any public health care personnel as defined in paragraph 2 above acting pursuant to and in accordance with this Agreement, and agrees that it shall not initiate or maintain any prosecution or enforcement of any provision of Liberian law relating to licensing of medical workers, as against any public health care personnel as defined in paragraph 2 above.)

6. Each Party waives any claims against the other Party, and its agencies and instrumentalities, for compensation for loss or damages, arising out of activities conducted by the other Party under this Agreement. Nothing in this Agreement shall be construed to accept or waive objections to the jurisdiction of any court or forum; waive any immunities under any applicable body of law; or prevent the Parties from providing compensation in accordance with their national laws and procedures.

7. The Government of the Republic of Liberia shall facilitate the entry into its territory, exit from such territory, and movement through such territory of all materials and goods related to all activities conducted under this Agreement. Such facilitation shall include the expeditious and cost-free (including all taxes and other fees) issuance, or waiver, of any inspections, import or export licenses, including customs and drug authority clearances required for drugs, medical devices, medical



equipment, medical supplies, specimens and other goods imported or exported for the purposes of implementation of this Agreement. In addition, all activities conducted under this Agreement shall be accorded the same rights and exemptions as provided for in Article V of the Technical Cooperation Agreement between the United States and the Republic of Liberia signed at Monrovia October 6, 1955.

8. Activities conducted under this Agreement shall be subject to the availability of personnel, materials and appropriated funds for such purposes.

### ARTICLE 3 ENTRY INTO FORCE, AMENDMENT, AND TERMINATION

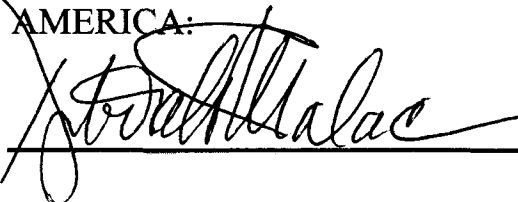
1. This Agreement shall enter into force upon signature by the Parties with effect from March 1, 2014. This Agreement shall remain in force until mutually terminated by both Parties by written consent. Additionally, either Party may terminate this Agreement by providing written notice to the other Party. In any such case, this Agreement shall terminate twelve (12) months from the date of such notice. Notwithstanding termination of this Agreement, Articles 2(5) and 2(6) of this Agreement shall survive termination of this Agreement and continue in effect indefinitely.

2. The Parties may amend this Agreement at any time by written agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized by the respective Governments, have signed this Agreement.

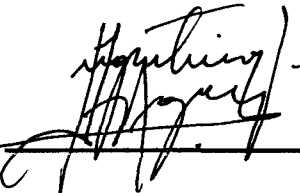
Done at MONROVIA on the 19<sup>th</sup> of NOVEMBER in the English language.

FOR THE GOVERNMENT OF  
THE UNITED STATES OF  
AMERICA:



**Deborah R. Malac**  
U.S. Ambassador to Liberia

FOR THE GOVERNMENT OF  
THE REPUBLIC OF LIBERIA:



**Augustine K. Ngafuan**  
Minister of Foreign Affairs

